

STERN & EISENBERG, PC
1581 MAIN STREET, SUITE 200
THE SHOPS AT VALLEY SQUARE
WARRINGTON, PA 18976
TELEPHONE: (215) 572-8111
FACSIMILE: (215) 572-5025
(COUNSEL FOR MOVANT)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: Howard E. Ashely and Iris M. Ashley Debtor(s) ----- PennyMac Holdings LLC by PennyMac Loan Services, LLC its servicing agent Creditor/Movant v. Howard E. Ashely and Iris M. Ashley Debtor(s)	Chapter: 13 Bankruptcy Case: 13-12121 Judge: FITZSIMON, JEAN K.
---	---

ORDER APPROVING STIPULATION/CONSENT ORDER

And Now this _____ day of _____, 2016, upon consideration of the Stipulation between Debtors and PennyMac Holdings LLC by PennyMac Loan Services, LLC its servicing agent, it is hereby ORDERED and DECREED that the Stipulation is APPROVED and made an Order of the Court.

BY THE COURT:

UNITED STATES BANKRUPTCY JUDGE

STERN & EISENBERG, PC
 1581 MAIN STREET, SUITE 200
 THE SHOPS AT VALLEY SQUARE
 WARRINGTON, PA 18976
 TELEPHONE: (215) 572-8111
 FACSIMILE: (215) 572-5025
 (COUNSEL FOR MOVANT)

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: Howard E. Ashely and Iris M. Ashley Debtor(s)	Chapter: 13 Bankruptcy Case: 13-12121 Judge: FITZSIMON, JEAN K.
----- PennyMac Holdings LLC by PennyMac Loan Services, LLC its servicing agent Creditor/Movant v. Howard E. Ashely and Iris M. Ashley Debtor(s)	

**CONSENT ORDER/STIPULATION
 SETTLING MOTION FOR RELIEF FROM AUTOMATIC STAY**

AND NOW, this _____ day of _____, 2016, upon the Motion of PennyMac Holdings LLC by PennyMac Loan Services, LLC its servicing agent ("PennyMac Holdings LLC ") through its Counsel Stern & Eisenberg PC, attorneys for secured creditor, under Bankruptcy Code section 362(d) (and 1301) for relief from the automatic stay as to certain property, **259 Highland Avenue, Wayne, PA 19087** ("Property"), and the parties agreeing to the entry of the Order settling the Motion for Relief and for cause shown, it is hereby ORDERED AND DECREED as follows:

1. As of May 31, 2016, Howard E. Ashely and Iris M. Ashley ("Debtor") acknowledges that Debtor is due for the following post-petition regular monthly payments from March 1, 2016 as follows:

PAYMENTS:	\$8,070.60
03/01/2016 - 07/01/2016 5 MONTHS @ \$1,614.12 = \$8,070.60	
LESS SUSPENSE	\$ -153.61
COUNSEL FEES/COSTS FOR MOTION	\$ <u>1,026.00</u>
POST-PETITION ARREARS ("ARREARS")	\$ 8,942.99

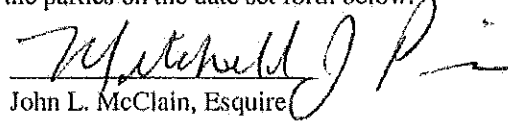
2. Debtor(s) shall cure the Arrears as set forth above by paying one-sixth (1/6) of the Arrears per month (\$1,490.50/month) for the next six months together with the regular monthly mortgage payment (currently \$1,614.12/month) for a total monthly payment of \$3,104.62 **monthly** for the next six months beginning in **August, 2016**. In the event the regular monthly payment changes for any reason, then the amount due pursuant to paragraph 2 shall be adjusted accordingly. Thereafter, Debtor(s) agree to continue making the regular monthly mortgage payment.
3. Payment(s) due in accordance with this Consent Order/Stipulation shall be due on or before the **1st** of each month.
4. Debtor(s) shall make the regular monthly payments required to the Trustee.
5. All payments due to the Creditor from the Debtor(s) are to be made directly to PennyMac Holdings LLC by PennyMac Loan Services, LLC its servicing agent at Fifteen Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, GA 30305 and making sure that Creditor's loan number appears on all payments.
6. In the event Debtor(s) fails to make any of the payments set forth hereinabove (or real estate taxes and/or hazard insurance when due) on or before their due dates, PennyMac Holdings LLC by PennyMac Loan Services, LLC its servicing agent and/or Counsel may give Debtor and Debtor(s)' counsel notice of the default and if the default is not cured within ten (10) days of said notice, upon certification to the court of such default, and request for Order, with a copy to Debtor(s) and Debtor(s)' counsel, PennyMac Holdings LLC by PennyMac Loan Services, LLC its servicing agent shall immediately have relief from the bankruptcy stay, per the form of the attached Order which is made part hereof as Exhibit "A". Debtor shall pay \$75.00 for each Notice of Default issued by Creditor as a result of the Debtor(s)' failure to make payments in accordance with this order.¹
7. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtor(s) shall not be construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder.
8. Upon issuance of the aforesaid Order, the parties hereto further agree that PennyMac Holdings LLC by PennyMac Loan Services, LLC its servicing agent (and any assignee/successor-in-interest) may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.
9. In the event Debtor(s) convert to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtor(s) shall pay all pre-petition arrears and post-petition arrears within 10 days from the date the case is converted. If Debtor fails to make payment in accordance with this paragraph then the Creditor, through Counsel, may file a certification setting forth said failure and the Creditor shall be granted immediate relief from the automatic stay in the form of Order attached as Exhibit "A".¹
10. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived. In the event an order granting relief is entered then the requirements of 3002.1 shall NOT apply to the Creditor.
11. Facsimile signatures shall be as valid as original signatures and this Consent Order/Stipulation may be signed in counterparts.

¹ Debtor shall also be responsible for counsel fees incurred in connection with a certificate of default and/or hearing resulting from Debtor(s)' failure to comply with this order.

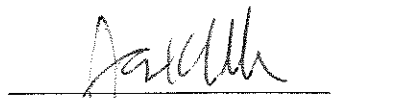
By signing the Consent Order Debtor(s) Counsel represents that the Debtor(s) are familiar with and understand the terms of the Stipulation and agree to said terms regardless of whether the Debtor(s) has actually signed said stipulation. Seen and agreed by the parties on the date set forth below:

/s/ William E. Miller, Esquire

William E. Miller, Esquire
Stern & Eisenberg, PC
1581 Main Street, Suite 200
The Shops at Valley Square
Warrington, PA 18976
Telephone: (215) 572-8111
wmiller@sterneisenberg.com
Counsel for Creditor
Date: : July 5, 2016



John L. McClain, Esquire
P.O. Box 123
Narbeth, PA 19072
800 622-5246
Fax: 888-857-1967
Email: aaanicclain@aol.com
Counsel for Debtor(s)
Date: 7/19/16


William C. Miller, Esquire
Chapter 13 Trustee STAFF ATM
Date: 8-1-16

STERN & EISENBERG, PC
1581 MAIN STREET, SUITE 200
THE SHOPS AT VALLEY SQUARE
WARRINGTON, PA 18976
TELEPHONE: (215) 572-8111 FAX (215) 572-5025
(COUNSEL FOR MOVANT)

**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: Howard E. Ashely and Iris M. Ashley Debtor(s) ----- PennyMac Holdings LLC by PennyMac Loan Services, LLc its servicing agent Creditor/Movant v. Howard E. Ashely and Iris M. Ashley Debtor(s)	Chapter: 13 Case Number: 13-12121 Judge: FITZSIMON, JEAN K.
--	---

**ORDER GRANTING RELIEF FROM AUTOMATIC STAY AND RELIEF FOLLOWING
CERTIFICATION OF DEFAULT OF CONSENT ORDER/STIPULATION**

AND NOW, this _____ day of _____, 20____, upon Motion of PennyMac Holdings LLC by PennyMac Loan Services, LLc its servicing agent for relief and a Certification of Default having been filed in accordance with the Consent Order/Stipulation Resolving the Motion, it is hereby ORDERED AND DECREED that Movant, PennyMac Holdings LLC by PennyMac Loan Services, LLC its servicing agent (and any assignee/successor-in-interest) is granted relief from the stay of 11 U.S.C. §362 (and § 1301) to proceed with its mortgage foreclosure action and Sheriff's Sale (and all other rights under state and federal law) concerning the Property: **259 Highland Avenue, Wayne, PA 19087**.

It is ORDERED and DECREED that the 14-day stay pursuant to BKRP 4001(a)(3) is hereby waived and the requirements of Rule 3002.1 shall not apply to Movant.

BY THE COURT

UNITED STATES BANKRUPTCY JUDGE